Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT AGREEMENT
FOR THE CONSTRUCTION OF BREAKWATER, PORT OF NASUGBU, NASUGBU, BATANGAS

This Agreement made and entered into this _____ day of 21 DEC 2024 2024, in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), herein referred to as the PROCURING ENTITY and/or ENTITY, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its General Manager, **JAY DANIEL R. SANTIAGO**, duly authorized for this purpose under Board Resolution No. 3317, as contained in Secretary's Certificate dated 11 September 2024, copy of which is hereto attached as **Annex A.**

- and -

KHAN KON CHI CONSTRUCTION AND DEVELOPMENT CORPORATION, herein referred to as the CONTRACTOR and/or WINNING BIDDER, duly organized and existing in accordance with Philippine laws, with principal office address at KM. 10.5, Purok 30, Brgy. Cabantian, Davao City, represented herein by its Authorized Representative, **ARSENIO B. GROSPE**, duly authorized for this purpose as shown in Corporate Secretary's Certificate dated 18 October 2024, attached herein as **Annex B.**

WHEREAS, the Entity is desirous that the Contractor execute the Construction of Breakwater, Port of Nasugbu, Nasugbu, Batangas, (hereinafter called "the Works"), with an approved Budget for the Contract (ABC) of Php **485,906,064.55** and the Entity has accepted the Bid for **FOUR HUNDRED EIGHTY FOUR MILLION SIX HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED EIGHTY FIVE PESOS AND 23/100 (Php 484,691,785.23)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz:*

   a. Philippine Bidding Documents (PBDs);
      i. Drawings/Plans;
      ii. Specifications;
      iii. Bill of Quantities;
      iv. General and Special Conditions of Contract;
      v. Supplemental or Bid Bulletins, if any

KHAN KON CHI CONSTRUCTION AND DEVELOPMENT CORPORATION
BY:
ARSENIO B. GROSPE
Authorized Representative

Witness:
DENMARK HOFILENA
Liaison Officer

Witness:
MARK JON S. PALOMAR
Chairperson, HOPBAC-EP

PHILIPPINE PORTS AUTHORITY
BY:
JAY DANIEL R. SANTIAGO
General Manager

b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

c. Performance Security;

d. Notice of Award of Contract and the Bidder's conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the sum of **FOUR HUNDRED EIGHTY FOUR MILLION SIX HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED EIGHTY FIVE PESOS AND 23/100 (Php 484,691,785.23** or such other sums as may be ascertained, **KHAN KON CHI CONSTRUCTION AND DEVELOPMENT CORPORATION** agrees to execute the Construction of Breakwater, Port of Nasugbu, Nasugbu, Batangas, in accordance with its Bid.

4. The Philippine Ports Authority agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. In execution of its Works, **KHAN KON CHI CONSTRUCTION AND DEVELOPMENT CORPORATION** shall likewise hold PPA free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.

6. The failure of PPA to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that it may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PPA shall not be considered as condonation or waiver of any breach or default by **KHAN KON CHI CONSTRUCTION AND DEVELOPMENT CORPORATION** of any covenant or condition herein provided. No waiver by PPA of its rights under this Contract shall be deemed to have been made unless expressly made in writing and signed by its duly authorized representative.

IN WITNESS whereof, the Parties have hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

KHAN KON CHI CONSTRUCTION AND DEVELOPMENT CORPORATION
BY :
ARSENIO B. GROSPE
Authorized Representative

Witness :
DENMARK HOFILEÑA
Liaison Officer

Witness
MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

PHILIPPINE PORTS AUTHORITY
BY :
JAY DANIEL R. SANTIAGO
General Manager

PHILIPPINE PORTS AUTHORITY
TIN No. 000-352-232-000
By:

JAY DANIEL R. SANTIAGO
General Manager

KHAN KON CHI CONSTRUCTION AND DEVELOPMENT CORPORATION
TIN No. 009-432-379-000
By:

ARSENIO B. GROSPE
Authorized Representative

WITNESSES:

MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

DENMARK HOFILEÑA
Liaison Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of ~~Manila~~ QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the City of ~~Manila~~ QUEZON CITY, this ____ day of 21 DEC 2024, 2024, personally appeared the following :

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago	PPA ID No. 00792022		
Arsenio B. Grospe	TIN No. 261-927-313-000		

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the entities they represent.

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00531834	1-17-24	Manila
Authorized Representative	Khan Kon Chi Const. & Dev't. Corp.	00469259	1-11-24	Davao City

The foregoing instrument is a Contract Agreement for the Construction of Breakwater, Port of Nasugbu, Nasugbu, Batangas, consisting of three (3) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written

Doc. No. 100;
Page No. 21;
Book No. I;
Series of 2024

KATHREEN LI V. MONJE
Notary Public for Quezon City until 31 Dec 2025
Admin. Matter No. 195 (2024-2025)
Roll No. 79505
IBP No. 416523 / 11 Jan 2024 / Quezon City
PTR No. 5547212 / 09 Jan 2024 / Quezon City
MCLE Compliance No. VIII - 002993
258-B, Tomas Morato Ave., Quezon City